

EXHIBIT A

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into as of the 14 day of May ("Effective Date") between Josh Enterprises, Inc. d/b/a Jackson Hewitt Tax Service ("Josh Enterprises") and Suzanne Kuntze ("Kuntze"), collectively, the "Parties".

RECITALS:

A. Kuntze filed a lawsuit against Josh Enterprises on January 22, 2018, in the United States District Court for the Eastern District of Virginia, Norfolk Division, No. 2:18cv00038, alleging violations of the Fair Labor Standards Act (FLSA) ("the Lawsuit").

B. The Parties have come to a resolution of their dispute subject to the terms and conditions of this Agreement and now seek the Court's approval of this Agreement.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the parties agree as follows:

1. Dismissal of Lawsuit. By executing this Agreement, Kuntze agrees to dismiss the Lawsuit with prejudice.

2. Payments to Kuntze and Her Attorneys. At least Fifteen (15) days after Kuntze signed this Agreement, and at least ten (10) days after the Court grants the Joint Motion for Approval and dismisses this action with prejudice, Josh Enterprises shall pay a sum total of \$19,162 to Kuntze and her counsel, as follows:

- a. The gross amount of \$6,280 in FLSA liquidated damages to Kuntze, in form of a cashier's check issued to Kuntze in 2018, which her counsel is currently holding in trust.
- b. The gross amount of \$8,588 in additional FLSA back wages to Kuntze, from which all applicable payroll taxes shall be withheld.
- c. The gross amount of \$4,294 in attorney fees to Gunther Law Group, from which no taxes shall be withheld. The Parties agree that no additional attorney fees are owed by or shall be paid by Josh Enterprises to Kuntze. Josh Enterprises will issue an IRS Form 1099 to Gunther Law Group for this payment of Kuntze's attorney fees.
- d. Josh Enterprises shall deliver each of the payments referenced above to Kuntze c/o Kuntze's counsel at Gunther Law Group, 4646 Princess Ann Road, Suite 101, Virginia Beach, Virginia 23462.

- e. The Parties agree and acknowledge that the allocation of the settlement set forth in this paragraph was agreed upon following arms-length negotiations and was based on the Parties' analysis of claims, defenses and possible remedies involved.
- f. Kuntze understands and agrees that she will be solely responsible for any additional taxes she may owe on any of the payments Josh Enterprises makes to her or to her attorneys under this Agreement.

3. Waiver and Release. In exchange for the consideration provided in this Agreement, Kuntze releases, relinquishes, and gives up (and agrees not to file any suit with respect to) any and all claims, suits, causes of action, known or unknown, arising out of or relating to the payment or non-payment of wages related to her employment with Josh Enterprises, which she may have or hold or which any of her heirs, executors, personal or legal representatives, administrators, successors or assigns hereafter shall, can or may have against Josh Enterprises, its owners, shareholders, affiliates, employees, or former employees, officers, directors, assigns, parent, predecessors and successors, present and former affiliates, subsidiaries, legal representatives and agents (collectively, the "Releasees").

4. Denial of Liability. It is expressly understood and agreed to by the Parties that by entering into this Agreement, Josh Enterprises has done so as a compromise of disputed claims, which should not be construed as an admission of liability by Josh Enterprises.

5. Non-Disparagement. The Parties mutually agree that they will not disparage the other, orally or in writing, to any third party, web or Internet site, newspaper, or media source of any type.

6. Administrative Provisions.

a. Choice of Law. This Agreement shall be governed by and performed in accordance with the laws of the Commonwealth of Virginia, without respect to choice of law principles. To the extent any disputes between the Parties arise under this Agreement or for events that occur after the effective date of this Agreement, Virginia law shall govern.

b. Binding Effect. This Agreement shall inure to the benefit of and shall be binding on Josh Enterprises and its employees, heirs, successors and assigns. Kuntze shall not assign this Agreement.

c. Headings. The headings and other captions in this Agreement are for convenience of reference only and shall not be used in interpreting, construing, or enforcing any of the provisions of this Agreement.

d. Modifications. Except as otherwise provided in this Agreement, no change or modification of this Agreement shall be valid, unless the same is in writing and signed by all the parties hereto.

e. Entire Agreement. This Agreement sets forth the entire agreement between the Parties, and fully supersedes all prior and/or contemporaneous agreements or

understandings between the parties which pertain to the subject matter hereof unless specifically set forth in this Agreement, excepting only the prior Severance Agreement between the Parties.

f. Severability. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement.

g. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Furthermore, signatures delivered via facsimile or electronic (e-mail) transmission shall have the same force, validity and effect as the originals of the signatures.

h. Joint Effort. The parties stipulate that this Agreement was prepared by and is the joint effort of the Parties through negotiations. Accordingly, any ambiguity, uncertainty or vagueness in the construction and interpretation of this Agreement shall not be attributed to any of the Parties, and the theory of construction that a document should be construed against the party drafting the document is waived and will not be applied in construing this Agreement.

7. Kuntze's Review and Consultation.

a. Kuntze acknowledges that: (i) this Agreement is written in terms and sets forth conditions in a manner which she understands, (ii) she has carefully read and understands all of the terms and conditions of this Agreement, (iii) she agrees with the terms and conditions of this Agreement, and (iv) she enters into this Agreement knowingly and voluntarily.

b. Kuntze acknowledges that she has been given twenty-one (21) days from receipt of this Agreement in which to consider whether she wants to sign it, and that any modifications, material or otherwise made to this Agreement do not restart or affect in any manner the original twenty-one (21) day consideration period.

c. The Parties agree that if Kuntze signs this Agreement before the expiration of this 21-day period, then Kuntze has waived such 21-day consideration period.

d. Josh Enterprises has advised Kuntze to consult with an attorney of her choice before signing this Agreement. Kuntze acknowledges and that she was represented by an attorney during the negotiation of this Agreement.

e. Kuntze agrees, and represents that she understands, that she may revoke her acceptance of this Agreement at any time within the seven (7) days following her execution of this Agreement. If Kuntze revokes her agreement to the terms of this Agreement, such revocation must be given in writing, to Josh Enterprises's attorneys at Pierce / McCoy, PLLC, before midnight on the seventh (7th) day after she signed this Agreement. If Kuntze chooses to revoke her acceptance of this Agreement, she will give such notice at the following address: 101 West Main Street, Suite 101 Norfolk, Virginia 23510, or by email to jjewett@piercemccoy.com.

JOSH ENTERPRISES, INC.

By: Shawn J. McMahon (President)

Suzanne Kuntze
SUZANNE KUNTZE